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Charles L. Howarth, Jr.  
Regulatory Vice President

## VIA HAND DELIVERY

Mr. David Waddell, Executive Secretary  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37245

Re: Tariff to Offer a Special Promotion for Business Customers Subscribing to  
Exchange Lines with Hunting  
Docket No. 99-00936

Dear Mr. Waddell:

Please accept this letter in response to the questions posed in the letter from the Tennessee Regulatory Authority dated January 28, 2000.

1. In the January 25, 2000 response to the Authority's January 19 data request, BellSouth states that "... any contracts established under this promotion between BellSouth and its customers would be available for resale (for the remaining term of the existing contract) at the wholesale rate at any time during the life of the contract." If a customer subscribing to this offering elects to receive the service from a reseller, will the customer be responsible for the payment of termination charges as proposed by BellSouth?

### RESPONSE:

If the customer terminates a contract established under this promotion early without cause, the customer will be responsible for the termination charges described in the notice to the TRA dated December 2, 1999. The customer, however, will not be responsible for termination charges if a certified reseller of BellSouth local service resells this promotion to the customer and such reseller executes a written document agreeing to assume all of the customer's obligations to BellSouth under this promotion. This is consistent with the resale provisions of several CSAs that have been approved by the Directors.

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2. **Can a customer subscribing to a service under this offering assign or transfer his/her rights to a third party such as a reseller?**

**RESPONSE:**

This promotion is subject to resale as explained above and in numerous other documents BellSouth has filed in this docket. Outside of a resale situation, however, a customer who signs a contract under the promotion may not assign its rights under that contract to another customer or to any other third party.

3. **Please provide a contract in blank that typical customer must sign in order to receive service under this offering.**

**RESPONSE:**

In accordance with the Director's request during the January 11, 2000 Agenda Conference, BellSouth already has filed copies of each contract entered into by BellSouth and its customers under this promotional offering before the Directors suspended it. BellSouth has furnished this proprietary information subject to the Protective Order. Nevertheless, in an effort to be responsive, a blank copy of the contract is attached.

Please let us know if you have any questions or comments.

Very truly yours,



Attachment

## BellSouth® Small Business Program Subscriber Agreement - TN ONLY

The undersigned Subscriber desires to participate in the BellSouth Small Business Program (the "Program"), and agrees to the following:

1. Subscriber currently subscribes to BellSouth Telecommunications, Inc. ("BellSouth") business services and has a minimum of 4 lines with hunting service or a maximum of 20 lines with hunting service on their BellSouth Business account(s). Subscriber also subscribes to one or more of the following services associated with the hunting service on the same account: BellSouth flat rate (1FB), Business Plus business line, Regionserve business lines and/or Community Caller Plus Service. Customer agrees to keep these products and hunting in service for a minimum of twelve (12), twenty-four (24) or thirty-six (36) months from enrollment in the Program. The enrollment date shall be determined by the first billing cycle date in which Subscriber receives the discount off the hunting services pursuant to the Program as set forth in paragraph 2, below.
2. Subscriber agrees to the following term and discount (Check One):
  - ☐ 40% Discount for a Twelve (12) Month Term
  - ☐ 60% Discount for a Twenty-four (24) Month Term
  - ☐ 80% Discount for a Thirty-six (36) Month Term
3. Subscriber agrees to keep a minimum of four hunting services on eligible account for the specified term of the agreement, from the date of the enrollment. Subscriber will receive the discount in the form of a credit that will be applied to the regulated hunting services on Subscriber's business bill. Hunting service will continue after Agreement has expired, after which Subscriber agrees to pay full tariff charges.
4. In the event Subscriber elects to discontinue business local service with BellSouth prior to the expiration of the term, Subscriber shall pay to BellSouth the discounted charges for hunting that the customer had received as a result of Subscriber's participation in the Program. In the event Subscriber drops below the minimum four hunting services per account, Subscriber will forgo the discount each month until Subscriber has attained the minimum four hunting services.
6. In the event Subscriber changes service locations for business local service, Subscriber shall notify the Small Business Services Billing Manager at 404-927-6555 to advise of the change in service location. Failure to provide notification will be deemed a discontinuance of service, and Subscriber shall reimburse BellSouth in accordance with paragraph 3, above.
7. In the event Subscriber is slammed by another carrier for business local service, Subscriber must call the Small Business Services Billing Manager at 404-927-6555 to continue the Program once the slammed account has been returned to BellSouth.
8. This Agreement is subject to and controlled by the provisions of BellSouth's lawfully filed tariffs, including any changes therein as may be made from time to time.

**SUBSCRIBER:** \_\_\_\_\_  
(Business Name)

\_\_\_\_\_  
(Business Address)

**By:** \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
City/State

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
(Business Telephone Number)

\_\_\_\_\_  
Title

\_\_\_\_\_  
(Additional Business Telephone Number(s))

\_\_\_\_\_  
Date

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